

AMENDMENT TO THE AGREEMENT
WITH MEDSTAFF

THIS AGREEMENT, entered into this _____ day of _____, 2002, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and MEDSTAFF (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on July 24, 2001, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1. Section 2, Payments, Paragraph A, Maximum Amount, of the Original Agreement is hereby amended to read as follows:

"2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement and all other agreements approved collectively by single resolution, attached hereto and incorporated by reference herein, shall not exceed ONE MILLION SIX HUNDRED SIX THOUSAND NINE HUNDRED DOLLARS (\$1,606,900) for the contract term."

2. Schedules A, Services, Paragraph 1 is hereby amendment to read as follows:

1. Professional staff, including, but not limited to, Registered Nurses, Licensed Vocational Nurses, Psychiatric Technicians, Respiratory Therapists, Nursing Assistants and Medical Assistants shall be supplied for services to be performed at San Mateo County Health Services Agency's San Mateo County General Hospital and Clinics (SMCGH), including SMCGH's Long Term Care, Correctional Health, and the AIDS Program on a daily "on-call" basis as needed by County.

For temporary staff requested by Correctional Health, Contractor shall assure that all staff will receive San Mateo County Sheriff's Office clearance prior to work assignments in the jail, and shall maintain security clearance.

3. Schedules B. Payments, Paragraph 1 is hereby amendment to read as follows:

1. Hourly Rate Schedule for July 1, 2001 through June 30, 2004

	RN Specialty	RN Non-Specialty	RN Extended (Traveler)	Respiratory Therapist (Traveler)
DAYS	\$51.00	\$49.00	\$60.00	\$55.00
PMs	\$52.00	\$50.00	\$61.00	\$56.00
NIGHTS	\$53.00	\$51.00	\$62.00	\$57.00

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.
3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of July 24, 2001, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

MEDSTAFF

By: _____
Jerry Hill, President
Board of Supervisors

By: Mark Saus _____

Date: _____

Date: 8/26/02 _____

ATTEST:

By: _____
Clerk of Said Board

Date: _____

COUNTY OF SAN MATEO

HEATH SERVICES ADMINISTRATION

MEMORANDUM

Date: May 14, 2001
To: Priscilla Morse, Risk Management/ Pony # EPS 163 Fax # 363-4864
From: Tere Larcina, Hospital and Clinics/ Pony # HOS316/Fax # 2267
Subject: Contract Insurance Approval

CONTRACTOR: Medstaff

DO THEY TRAVEL: No.

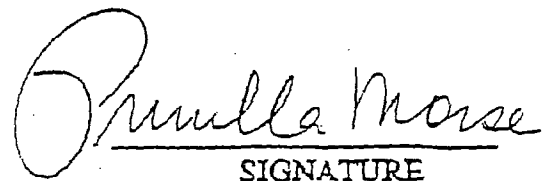
PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: More than one

DUTIES (SPECIFIC): Contractor shall provide temporary staffing services on a daily "on-call" bases as requested by County and as described in Schedule A.

<u>COVERAGE:</u>	Amount	Approve	Waive	Modify
Comprehensive Liability:	<u>\$1m</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>
Motor Vehicle Liability:	<u>_____</u>	<u>_____</u>	<u>✓</u>	<u>_____</u>
Professional Liability:	<u>\$1m</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>
Worker's Compensation:	<u>Statutory</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>

REMARKS/COMMENTS:


SIGNATURE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE: 01/04/02

PRODUCER (610)526-9130 FAX (610)526-2021
 Altus Partners, Inc.
 919 Conestoga Road
 Building 1, Suite 100
 Rosemont, PA 19010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURERS AFFORDING COVERAGE

INSURED Med Staff, Inc.
 PO Box 265
 297 S. Newtown St. Rd.
 Newtown Square, PA 19073

INSURER A: **Kemper**
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <hr/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	5BR 003 016-01	12/31/2001	11/30/2002	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000 E.L. DISEASE - POLICY LIMIT \$ 1,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificate is issued as evidence of insurance.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

San Mateo County Hospital
 ATTN: Tere Larcina
 222 W. 39th Avenue
 San Mateo, CA 94403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Terry Miller

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/24/2001

PRODUCER (610)941-9877 FAX (610)941-9889
Norman Spencer McKernan, Inc.
1000 River Road, Suite 200
Conshohocken, PA 19428

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED MedStaff, Inc.; MSI Scientific, Inc.
HealthStaffers, Division of Med Staff, Inc.
Medical Professional Contractors, A Corp.
297 S. Newtown Street Road
Newtown Square, PA 19073

INSURER A: ACE Insurance Co.
INSURER B: Chicago Insurance Co.
INSURER C: Hartford
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR	TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	D34370497	10/25/2001	10/25/2002	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Deductible-\$500 <input checked="" type="checkbox"/> Comp & Collision	D34370497	10/25/2001	10/25/2002	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	D34370497	10/25/2001	10/25/2002	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 SIR \$ 10,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B		OTHER Professional Liability	AHC2702915	10/25/2001	10/25/2002	\$1,000,000 Per Occurrence \$3,000,000 Aggregate \$10,000 Deductible

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 : Crime Coverage 39BDDAJ0819 12/22/00 - 12/22/01 \$100,000 Limit of Liability for Empl Dishonesty
 and \$200,000 Limit of Liability for ERISA Coverage.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
San Mateo County Health Center 222 W 39th Ave San Mateo, CA 94403		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Caryl Donatucci